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In Propria Persona

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In Propria Persona

UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

BARRY HALL, et al.,

Plaintiffs,

vs.

**AT&T MOBILITY LLC f/k/a CINGULAR
WIRELESS LLC, et al.,**

Defendants.

} Civil Action No. 07-05325 (JLL)

} **DECLARATION OF ANGELA REL IN
OPPOSITION TO DEFENDANT'S
MOTION TO ENJOIN RELITIGATION
OF CERTAIN ATTORNEYS'
ENTITLEMENT TO ATTORNEYS' FEES**

} Hearing Date: January 30, 2012
Time: 3:00 p.m.
Courtroom: 5D

Angela Rel, of full age, and under penalty of perjury, hereby declares as follows pursuant to 28 U.S.C. § 1746:

1. I have been a resident of the State of California, County of San Diego, at all times between the year 2000 and the present date. I have never been a resident of the State of New Jersey.
2. I submit this Declaration in opposition to the motion of AT&T Mobility seeking to enjoin Attorney J. David Franklin of the law firm of Franklin & Franklin and Attorney Anthony A. Ferrigno and all other persons acting in concert with them, from making and/or pursuing an application in Alameda County Superior Court or in any other Court in any other jurisdiction for attorneys' fees. I have personal knowledge of the facts set forth herein and could competently testify thereto if called upon to do so.
3. In 2005, I retained the legal services of Attorney J. David Franklin and Attorney Anthony A. Ferrigno to file a putative class action lawsuit on my behalf against Cingular Wireless LLC in the Superior Court of the State of California for the County of Alameda. At that time, I entered into an oral contingency fee agreement with Attorneys Franklin and Ferrigno whereby they would receive one-third of all monies recovered from the lawsuit whether by way of damages, restitution, and/or any award of attorneys' fees awarded to me.
4. On or about July 19, 2005, a putative class action was filed by Attorney Franklin and Attorney Ferrigno on my behalf in the Alameda County Superior Court in California entitled ANGELA REL, Individually, and On Behalf of All Others Similarly Situated, Plaintiff, v. CINGULAR WIRELESS LLC, et al., Defendants, Case No. RG05223276. A copy of this Complaint is attached as Exhibit A to the declaration herein of Attorney J. David Franklin. On or about September 30, 2005, Defendant Cingular Wireless LLC filed a motion to compel arbitration in my case in Alameda County, California, seeking to compel me to arbitrate all of my individual claims that were set forth in my lawsuit against Cingular. Attorneys Franklin and

Ferrigno represented me in defending Cingular's motion to compel arbitration. Attorney Franklin and Attorney Ferrigno were successful in having the trial court deny Cingular's motion to compel arbitration. Thereafter, Cingular filed a notice of appeal, and after the appeal was briefed by both parties, Cingular made the decision to dismiss its appeal.

5. In my agreement with Cingular Wireless LLC, it states: "You agree to pay to CINGULAR... all costs and expenses, including reasonable attorney's fees and court costs, incurred by CINGULAR in exercising any of its rights and remedies when enforcing any provisions of this Agreement." By filing its motion to compel arbitration, Cingular was seeking to enforce the arbitration provisions of my agreement with Cingular. My understanding is that under California law, I was entitled to an award of attorney's fees as a result of having successfully defeated Cingular's efforts to enforce the arbitration provisions in my agreement with Cingular.

6. Although I was a class member in the class action lawsuit entitled HALL, et al. v. AT&T Mobility LLC f/k/a CINGULAR WIRELESS LLC, et al., I opted out of the settlement in a timely manner in March, 2010, in order to pursue my own individual action against Cingular Wireless LLC that was still pending in the Alameda County Superior Court in California. In October, 2011, I authorized Attorney Franklin to file a motion on my behalf in my case in the Alameda County Superior Court for an award of attorney's fees as a result of having successfully defeated Cingular's motion to compel arbitration that was finally resolved in my favor in 2006. I have since been informed by Attorney Franklin that he and Attorney Ferrigno were in the process of filing such a motion on my behalf when Cingular Wireless filed papers in the United States District Court for the District of New Jersey seeking to preclude any award of attorneys' fees to me for the legal services that were provided to me in defeating Cingular's motion to compel arbitration.

I declare under penalty of perjury under the laws of the United States of America and under the laws of the State of California that the foregoing is true and correct. Executed on December 27, 2011, at San Diego, California.



ANGEL ARELL